

CIVIL CASE INFORMATION SHEET

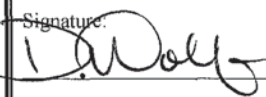
CAUSE NUMBER (FOR CLERK USE ONLY): _____

COURT (FOR CLERK USE ONLY): _____

STYLED Valerie Strickland vs. Buffalo Wild Wings, Inc.

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:		Person or entity completing sheet is:
Name:	Email:	Plaintiff(s)/Petitioner(s):	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____	
Darren Wolf	Darren@darrenwolf.com	Valerie Strickland		
Address:	Telephone:	Defendant(s)/Respondent(s):		
1701 N. Market St. Suite 210	214-346-5355	Buffalo Wild Wings, Inc.		
City/State/Zip:	Fax:		Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____	
Dallas, TX 75202	214-346-5909			
Signature: 	State Bar No:			
	24072430			
[Attach additional page as necessary to list all parties]				
2. Indicate case type, or identify the most important issue in the case (select only 1):				
Civil			Family Law	
Contract <i>Debt/Contract</i> <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ <i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input checked="" type="checkbox"/> Other Injury or Damage: <u>Negligence</u>	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Employment		Other Civil		
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____		
Tax		Probate & Mental Health		
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings		<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____	
3. Indicate procedure or remedy, if applicable (may select more than 1):				
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover		
4. Indicate damages sought (do not select if it is a family law case):				
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input checked="" type="checkbox"/> Over \$1,000,000				

DC-14-12219

Freeney Anita

NO. _____

VALERIE STRICKLAND
Plaintiff,**V.****BUFFALO WILD WINGS, INC.**
Defendant.§
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§
§**IN THE DISTRICT COURT**_____**JUDICIAL DISTRICT****DALLAS COUNTY, TEXAS****PLAINTIFF'S ORIGINAL PETITION****TO THE HONORABLE JUDGE OF SAID COURT:**

NOW COMES Valerie Strickland ("Plaintiff"), Plaintiff, complaining of and about Buffalo Wild Wing, Inc. Defendant, and for causes of action shows unto the Court the following:

I. DISCOVERY CONTROL PLAN LEVEL

1. Pursuant to Rule 190.1 of the Texas Rules of Civil Procedure, discovery is intended to be conducted under Level 2 of Rule 190. As required by Rule 47 (b), Texas Rules of Civil Procedure, Plaintiff's counsel states that the damages sought are in an amount within the jurisdictional limits of this court. As required by Rule 47 (c), Texas Rules of Civil Procedure, Plaintiff's counsel states that Plaintiff seeks monetary relief in a sum greater than \$1,000,000. The amount of monetary relief actually awarded, however, will ultimately be determined by a jury. Plaintiff also seeks prejudgment and post judgment interest at the highest legal rate.

II. PARTIES AND SERVICE

2. Plaintiff is an individual and Texas resident.

3. Defendant Buffalo Wild Wings, Inc. ("Buffalo Wild Wings") is a Minnesota corporation

with its corporate headquarters located at 5500 Wayzata Blvd. Suite 1600, Minneapolis, Minnesota 55416. Buffalo Wild Wings does business in Texas, but does not maintain a registered agent in Texas. As such, Buffalo Wild Wings may be served through the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701.

III. JURISDICTION AND VENUE

4. Pursuant to Rule 47(b) of the Texas Rules of Civil Procedure, damages are within the jurisdictional limits of this court.

5. Pursuant to Texas Civil Practices and Remedies Code § 15.002, venue is proper in Dallas County, Texas. The events giving rise to this claim occurred in Dallas County, Texas.

IV. FACTUAL BACKGROUND

6. Buffalo Wild Wings owns and operates a restaurant located at 1200 Market Place, Irving, Texas 75063 (“Restaurant”)

7. On or about August 15, 2014, Plaintiff was leaving the Restaurant, when a man violently grabbed her by the face and throat, forced her into her vehicle, held a gun to her head, and demanded the keys to her car.

8. In fear for her life, Plaintiff began screaming and fought to escape her attacker. After a violent and lengthy struggle for her life, Plaintiff was able to escape the violent assault.

9. Upon information and believe, the assailant was wearing a Buffalo Wild Wings employee jersey or similar jersey and may be a Buffalo Wild Wings employee.

**V. ASSUMED CONTROL, NEGLIGENCE, AND CREATION
OF A DANGEROUS CONDITION**

10. Defendant owns and operates the Restaurant. At all times, full and complete control over the security cameras and decisions as to security surrounding the Restaurant and all security devices, including but not limited to their repair, maintenance and modification, were under the auspices and complete and direct control of Defendant. Furthermore, at all times material to this case, full and complete control of the lighting in the common areas, including but not limited to the parking lot, where Plaintiff was attacked and held at gunpoint, was under the complete and direct control of Defendant.

11. Defendant knew or had reason to know that the Restaurant was unsafe and created a dangerous environment for Plaintiff. Defendant negligently refused or failed to provide proper and adequate security for the Restaurant. Defendant negligently refused or failed to warn the patrons of the Restaurant of known dangers on and around the Restaurant, operated and controlled by Defendants.

12. The negligence of Defendant includes, but is not limited to:

- a. failure to provide a safe premises for Restaurant patrons;
- b. failure to provide reasonable and/or adequate security measures or services;
- c. failure to warn of known criminal activity on and around the property in question;
- d. failure to provide sufficient common area lighting and working surveillance equipment;
- e. failure to maintain the Restaurant in a safe, proper, and secure manner, including, but not limited to, the failure to remove, eliminate or abate dangerous conditions

present, the failure to provide adequate security, the failure to properly train, supervise and control their employees.

13. This conduct, as set out hereinabove, also constitutes a breach of the duties owed by Defendant under Section 343 of the Restatement (Second) of Torts (1965).

14. Each of these acts and omissions was a proximate cause of the incident in question and Plaintiffs' resulting injuries.

15. Pleading further, the evidence at the time of trial will establish that Defendant were the ones who created the dangerous situation in question, including but not limited to, the lack of operating security cameras, and the lack of sufficient operational lighting in the common areas, including but not limited to the parking lot where Plaintiff was attacked. Under the Texas Supreme Court cases of *Science Spectrum v. Martinez*, 941 S.W.2d 910 (Tex. 1997), and *Lefmark Properties v. Old*, 946 S.W.2d 52 (Tex. 1997), the defendants, by having some part in creating the dangerous conditions, assumed control over and, thus, responsibility for those dangerous conditions.

VI. NEGLIGENCE UNDER RESTATEMENT (SECOND) OF TORTS SECTION 344

16. Prior to the incident in question, Defendant knew that numerous criminal acts were occurring on and around the property in question. However, instead of properly warning Plaintiff and other patrons, or providing a reasonable response in terms of increased security, Defendant chose to remain silent regarding the type, amount and prevalence of criminal activity on and around the property. Defendant, in their silence, violated Restatement (Second) of Torts, Section 344 (1965).

V. NEGLIGENCE UNDER RESTATEMENT (SECOND) OF TORTS SECTION 323

17. Further, and without waiving any of the above and foregoing, Defendant was negligent in the provision of adequate security services at the Restaurant. Defendant, in providing security services recognized as necessary for the protection of restaurant patrons such as Plaintiff, are liable to Plaintiff for the physical harm resulting from its failure to exercise reasonable care in the undertaking and provision of such security services. The resulting harm to Plaintiff was suffered as a direct and proximate result of reliance upon Defendant's undertaking and provision of security services. Defendant, in its undertaking of the provision of security services necessary for the protection of the patrons subjected itself to liability under the Restatement (Second) of Torts, Section 323 (1965). Since the failure to exercise due care in the provision and maintenance of the security on the property caused harm to Plaintiff because of her reliance upon this undertaking, Defendant is liable under Section 323.

VI. NEGLIGENT HIRING, SUPERVISION, TRAINING, AND RETENTION

18. Pleading further, and in the alternative, Defendant owed Plaintiff a legal duty to hire, supervise, train, and/or retain competent employees.

19. Defendant breached the duty owed to Plaintiff by hiring and retaining the employee that assaulted Plaintiff. Defendant knew or should have known that their employee was not qualified for his job and/or had a history of violence and/or criminal acts. Further, Defendant breached its duty to Plaintiff by taking no action to remove their employee from his position and/or train him properly for his position.

20. As a result of the foregoing acts and omissions, Plaintiff suffered bodily injury, pain, severe mental injury, and loss of wages and earning capacity.

21. The negligent acts and omissions committed by Defendant are a proximate cause of the

injuries sustained by Plaintiff.

VII. DAMAGES

22. As a proximate result of the negligence and negligence per se as above described, Plaintiff sustained personal injuries, all of which have caused in the past and in the future physical pain, mental anguish, lost wages and loss of earning capacity, physical impairment, and medical and hospital expenses, all of which Plaintiff should be compensated in accordance with the laws of the State of Texas.

VIII. EXEMPLARY DAMAGES

23. Exemplary damages should be awarded against Defendants because the harm with respect to which the Plaintiff seeks recovery of exemplary damages resulted from gross negligence (which means that one or all Defendants' acts and/or omissions (i) when viewed objectively from Defendants' standpoint at the time of the acts and/or omissions involved an extreme degree of risk, considering the probability and magnitude of potential harm to others and (ii) were such that Defendants had an actual, subjective awareness of the risk involved but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others).

IX. REQUEST FOR DISCLOSURE

24. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiff requests that Defendants disclose, within 50 days of the service of this request, the information or materials described in Rule 194.2.

X. JURY DEMAND

25. Plaintiff hereby demands a trial by jury on all issues presented in this action pursuant to Rule 216 of the Texas Rules of Civil Procedure.

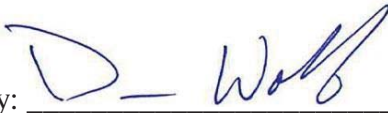
XI. RULE 193.7 NOTICE

26. Plaintiff, in accordance with Rule 193.7 of the Texas Rules of Civil Procedure, files Plaintiff's Notice of Intention to Use Production Documents at Trial. Plaintiff hereby gives notice that she intends to use at trial, or any pre-trial proceedings, all documents produced by Defendant in response to discovery from any and all parties in this cause.

XII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be cited to appear and answer herein, and upon that final hearing hereof, Plaintiff does have and recover Judgment from the Defendant for all damages above set forth, costs of Court, pre-judgment interest at the legal rate of interest as allowed by law, interest on the Judgment at the legal rate of interest from date of Judgment until same is paid, and for such other and further relief, special and general, to which Plaintiff be entitled, whether at law or in equity.

Respectfully submitted,

By: 

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Fax. (214) 346-5909
Attorneys for Plaintiff

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY